

LOCAL INTERNATIONAL CHARTER TARIFF
CONTAINING
RULES AND REGULATIONS, RATES AND CHARGES
APPLICABLE
TO THE CHARTER OF AIRCRAFT
FOR THE
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

ISSUE DATE
Nov 5

ISSUED BY
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EFFECTIVE DATE
Nov 9/1998

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CHECK SHEET

Original and Revised pages as named below, contain all changes from the original tariff, effective as of the date shown thereon:

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
Title	Original	9	Original
1	"	10	"
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EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA(A)Canadian Transportation Agency

IATAInternational Air Transport Association

Cont'dContinued

No.Number

\$Dollar(s)

¢Cent(s)

(R)Denotes reductions

(A)Denotes increases

(C)Denotes changes which result in neither increases or reductions

(X).....Denotes cancellation

(N)Denotes addition

CANCanadian

Cy.Currency

RULES AND REGULATIONS**RULE 1. DEFINITIONS**

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"Baggage" means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the charter flight.

"Canada" means the ten provinces of Canada, the Yukon Territory and Districts and Islands comprising the Northwest Territories of Canada.

"Carrier" means Thunder Airlines Limited.

"Charter Flight" means the movement of an aircraft transporting the charterer's passengers, baggage or goods from the point of take off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

"Charterer" means a person, firm, corporation, association, partnership, company or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

"Complete Capacity" means the whole of the traffic payload carrying capacity of an aircraft having regard to the charter flight to be performed.

"Convention" means the convention for the unification of certain rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or that Convention, as amended by the Hague Protocol, 1955, whichever may be applicable to travel hereunder.

"Destination" means the point to which the passengers or goods to be transported on a charter flight are bound.

"Entity Charter" means a charter in which

- (a) the cost of transportation of passengers or goods is paid by one person, company or organization without any contribution, direct or indirect, from any other person, and
- (b) no charge or other financial obligation is imposed on any passenger as a condition of carriage or otherwise in connection with the trip.

"Ferry Flight" means the movement of an aircraft without the charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.

"Goods" means anything that can be transported by air including animals but does not include mail other than in plane load lots.

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"Origin" means the point from which a charter flight commences with the passengers or goods to be transported.

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a charter agreement.

"SDR" means Special Drawing Rights issued by the International Monetary Fund.

"Traffic" means any passengers, goods or mail that are transported by air.

"United States of America" means the states of the United States of America and its territories and possessions.

RULE 2. APPLICATION OF TARIFF

- (a) This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by carrier.
- (b) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the carrier, is executed by the charterer and carrier.
- (c) Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement.
- (d) The contents of this tariff form part of the charter contract between Carrier and Charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).

RULE 3. CURRENCY

Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

RULE 4. CHARTER AND FERRY MILEAGE DETERMINATION

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For the purpose of computing rates and charges herein, the mileage to be used, including both
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charter and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule.

RULE 5. COMPUTATION OF CHARGES (Not applicable to transportation between Canada and the United States)

The total charter price payable by the charterer shall be the sum of the following:

- (a) An amount determined by multiplying the distance of the charter flight(s) determined in accordance with Rule 4 herein, times the applicable charter rate per mile shown in Table of Charges, or, where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable charter rate per hour shown in the Table of Charges, provided that the charge per charter flight shall not be lower than the minimum charge per charter flight shown in the Table of Charges.
- (b) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in the Table of Charges, or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour shown in the Table of Charges, provided that the charge per ferry flight shall not be lower than the minimum charge per ferry flight shown in the Table of Charges.
- (d) Layover charges, if any, as set forth in the Table of Charges will be assessed by Carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of the free waiting time.
- (e) Taxiing charges, if any, for the time required to transport passenger and baggage or goods of a charterer by taxiing from point to point on a supporting surface calculated by multiplying the time required by the charter rate per hour shown in the Table of Charges.
- (f) Valuation charges, if any, in accordance with Rule 10.
- (g) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for crew whenever the nature of the charter requires said crew to live away from the place at which they are normally based .

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- (h) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.
- (i) The actual cost of any special or accessorial services performed or provided at the request of the charterer.

RULE 6. CONDITIONS OF CARRIAGE

- (a) Passengers and baggage or goods will be carried within space and weight limitations of aircraft.
- (b) Transportation of a person with a disability

The carrier will make its best effort to accommodate passengers with disabilities including their service animals or other mobility aids on the same flight; however, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.

- (c) Carrier will refuse passage to any person when:
 - (i) Such action is necessary for reasons of safety;
 - (ii) Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown from, to, or over.
- (d) Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under Carrier's charter agreement arising from:
 - (i) Labour disputes or strikes, whether of Carrier's employees or of others upon whom the Carrier relies for the fulfilment of the Charter agreement, and;

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- (ii) "Force Majeure", or any other causes not attributable to the willful misconduct of carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant Carrier any clearance, licence, right or other permission necessary to the performance of Carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, Carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.
- (e) The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may, with the written concurrence of the charterer and the approval of the CTA(A) be used by the carrier for the transportation of the carrier's own personnel or cargo or for employees of another air carrier travelling pursuant to a pass interchange agreement.

RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS

- (a) All baggage or goods presented for transportation is/are subject to inspection by Carrier.
- (b) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- (c) If the weight, size or character renders it unsuitable for carriage on the aircraft, the Carrier, prior to departure of the flight, will refuse to carry the charterer's baggage or goods or any part thereof. The following articles will be carried only with prior consent of Carrier:
 - (i) Firearms of any description.
Firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this Subparagraph do not apply to Officers of the Law travelling in line of duty and carrying legally prescribed sidearms or other similar weapons.
 - (ii) Explosives, munitions, corrosives and articles which easily ignite.
 - (iii) Pets, dogs, cats, and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals will be carried only in the cargo compartments of the airplane.

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- (iv) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

RULE 8. REFUNDS

- (a) Application for refund shall be made to Carrier or its duly authorized Agent.
- (b) If a portion of the agreed transportation has been completed, refund will be the difference between the rates and charges paid and the rates and charges applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

RULE 9. LIMITATION OF LIABILITY - PASSENGERS

Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not "International Carriage", as defined by the Convention. However, the Carrier with respect to all international transportation, as defined in the said Convention, performed by it, (except international transportation subject to the Montreal Agreement of 1966 which agreement, according to the contract of carriage, includes a point in the United States of America as a point of origin, point of destination or agreed stopping place), agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

RULES AND REGULATIONS**RULE 10. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS AND EXCESS VALUATION CHARGES**

The liability, for the loss of, damage to, or delay in the delivery of any personal property, including baggage or goods is limited to an amount equal to the value of such baggage or goods, which shall not exceed CAN \$25.00 per kilogram for checked baggage and CAN \$500.00 per passenger for unchecked baggage or other property, unless the passenger or the charterer, at the time of presenting such baggage or goods for transportation has declared a higher value and paid an additional charge of CAN 300 cents for each CAN \$100.00 or fraction thereof by which such higher declared value exceeds these amounts mentioned above, in which event Carrier's liability will not exceed such higher declared value.

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RULE 11. SUBSTITUTION OF AIRCRAFT

- (a) When, due to causes beyond the control of carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).
- (b) When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- (c) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.

RULE 12. PAYMENT REQUIREMENTS

- (a) Payments for a charter flight made to any person to whom the Carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the Carrier.
- (b) Payment in advance required.

RULE 13. CANCELLATION CHARGES (Not applicable to transportation between Canada and the United States)

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